

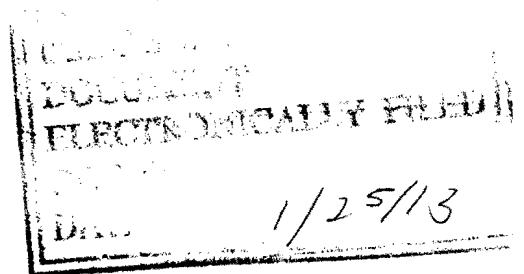
**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re: Methyl *tertiary* Butyl Ether (“MtBE”)  
Products Liability Litigation

Master File No. 1:00-1898  
MDL No. 1358 (SAS)

This Document Relates To:

*City of Fresno v. Chevron U.S.A. Inc., et al.*,  
Case No. 04 Civ. 4973 (SAS)



**ORDER GRANTING MOTION FOR GOOD FAITH SETTLEMENT  
DETERMINATION OF BP DEFENDANTS**

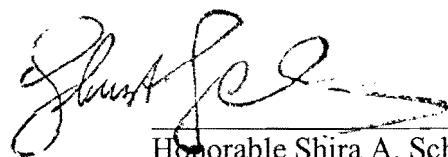
The Court having considered the Motion of Defendants Atlantic Richfield Company, BP Products North America Inc., and BP West Coast Products LLC (the “BP Defendants”) for an order determining their settlement with Plaintiff City of Fresno (“Plaintiff”) to be a good faith settlement within the meaning of California Code of Civil Procedure sections 877 and 877.6; including any and all moving, opposing, and reply papers; the evidence presented by all parties; and the argument of counsel; and good cause appearing therefor,

IT IS HEREBY ORDERED that:

1. The negotiations of the Settlement Agreement between Plaintiff and the BP Defendants were fair, and conducted in good faith, and at arm’s length. There is no evidence of bad faith, fraud, collusion, or an intent to impact unfairly the rights of other defendants, former defendants, prior settling defendants, or others.

2. The Settlement Agreement between Plaintiff and the BP Defendants was made in good faith and is a “good faith settlement” within the meaning of California Code of Civil Procedure sections 877 and 877.6, and case law interpreting those sections, including *Tech-Bilt, Inc. v. Woodward-Clyde & Assoc.*, 38 Cal.3d 488 (1985).

3. Pursuant to California Code of Civil Procedure section 877.6(c), this good faith determination shall bar any and all further claims by any person (including without limitation any defendant, former defendant, or prior settling defendant) against the BP Defendants, or against the “Released Parties” (as defined in the Settlement Agreement and attachments), for equitable comparative contribution, or partial or comparative indemnity, based on comparative negligence or comparative fault.



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Honorable Shira A. Scheindlin

January 25, 2013